BILL NO. S-80-12-57

SPECIAL ORDINANCE NO. S-25-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 310-80 Phase IV, between the City of Fort Wayne, Indiana and Rocco Ferrera Inc., Contractor for installation of Sanitary Sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated December 16, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Rocco Ferrera Inc., Contractor, for:

construction of an 84 inch sanitary sewer from Northside Drive and Glazier Avenue to the intersection of California Road and Harry W. Baals Drive,

under Board of Public Works Sewer Improvement Resolution No. 310-80 Phase IV, at a total cost of $2,485,490.00, all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY DECEMBER 18, 1980.

JOHN E. HOFFMAN, City Attorney

Read the first time in full and on motion by Burns, seconded by Orick, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___ M.,E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BURNS	X				
EISBART	X				
GiaQUINTA	X				
NUCKOLS				X	
SCHMIDT, D.	X				
SCHMIDT, V.	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) ~~(ANNEXATION)~~ (SPECIAL) (APPROPRIATION) ORDINANCE ~~(RESOLUTION)~~ No. S-25-81 on the 13th day of January, 19 81.

ATTEST: Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 19 81, at the hour of 11:00 o'clock A. M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 19 81, at the hour of 11 o'clock A M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-51

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 310-80 Phase IV, between the City of Fort Wayne, Indiana and Rocco Ferrera Inc., Contractor for installation of Sanitary Sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE ~~do~~ PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 11/3/81 CHARLES W. WESTERMAN, CITY CLERK

CF/1
70-78-2(c) 12/16/80

CONTRACT NO. 310-80 - PHASE IV

THIS CONTRACT made and entered into in triplicate this 16th day of December, 1980, by and between ROCCO FERRERA & CO., INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

PHASE IV
Beginning at a proposed manhole structure which is a part of Phase III of this resolution located 5± L.F. East of and 5± L.F. North of the centerline intersection of Northside Drive and Glazier Avenue; thence, Northeasterly 385± L.F. to a proposed structure located 20± L.F. East of and 5± L.F. North of the centerline intersection of Northside Drive; thence, Easterly within the right-of-way of said Vance Avenue 370± L.F. to a proposed structure located near the centerline intersection of Vance Avenue and Oswego Avenue; thence, North and Northeasterly within the right-of-way of said Oswego Avenue, 2355± L.F. to a proposed structure located on the North bank of the St. Joe River and 225± L.F. West of the centerline of Parnell Avenue; thence, Easterly generally along and within the right-of-way of Harry W. Baals Drive 1968± L.F. to a proposed structure; thence, Northeasterly 1650± L.F. within the right-of-way of said Harry W. Baals Drive to a proposed structure located 125± L.F. South of and 25± L.F. West of the centerline intersection of Coliseum Boulevard and Harry W. Baals Drive; thence, Northeasterly 1145± L.F. to a proposed structure located 25± L.F. East of 25± L.F. South of the centerline intersection of California Road and Harry W. Baals Drive; thence, Northwesterly 760± L.F. to a proposed manhole set over an existing 60" diameter sanitary sewer.

Said sewer shall be 60 inches in diameter.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11033, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $2,485,490.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

60" R.C.P. CL. IV ASTM C-76	Two hundred thirteen dollars and no/100	213.00
60" R.C.P. CL. III ASTM C-76	One hundred seventy-four dollars and no/100	174.00
Spcl. Str. SJ 20, 22, 25, 26, 27	Eleven thousand eight hundred dollars and no/100	11,800.00
Spcl. Str. SJ 21 & 31	Thirteen thousand one hundred dollars and no/100	13,100.00
Spcl. Str. SJ 23, 24, 28, 29, 30	Six thousand eight hundred dollars and no/100	6,800.00
Spcl. Str. SJ 32	Fifteen thousand seven hundred twenty-five dollars and no/100	15,725.00
Inverted Siphon Complete (River Crossing)	One hundred fifty-six thousand five hundred dollars and no/100 per lump sum	156,500.00
Inverted Siphon Complete (Ditch Crossing)	Sixty-one thousand seventy dollars and no/100 per lump sum	61,070.00
#53 or #73 Special Bkfl.	Ten dollars and 75/100	10.75
H.A.C. Base 440 #/SYD.	Thirty dollars and no/100	30.00
H.A.C. Binder 330 #/SYD.	Twenty-seven dollars and 50/100	27.50
H.A.C. Surface 220 #/SYD.	Thirty-one dollars and no/100	31.00
Conc. Curb Replacement	Fifteen dollars and no/100	15.00
Tunneling (Parnell Ave.)	Nine hundred forty dollars and no/100	940.00
Tunneling (Coliseum Blvd. - U.S. 30)	Six hundred seventy dollars and no/100	670.00
Exist. 24" to be replaced w/24" C.L.D.I.P. CL 51	Sixty-one dollars and no/100	61.00
12" R.C.P. CL. IV Removal & Replacement	Twenty dollars and no/100	20.00
6"-10" Sewer Pipe Replmt.	Sixteen dollars and no/100	16.00
Std. Inlets Type I-C, D, E or F	Six hundred seventy dollars and no/100	670.00
Std. M.H. Type I-A	One thousand five hundred seventy dollars and no/100	1,570.00
Seeding & 2" Mulch	No dollars and 50/100	0.50
Dewatering	Five dollars and no/100	5.00
6" "T" or "WYE" w/cap & plug	Seventy-five dollars and no/100	75.00
6" Building Sewer Pipe	Twenty-four dollars and no/100	24.00
6" "T" or "WYE" (C.F.W.) Tap Permits	Sixty dollars and no/100	60.00
Base Stabilization	Seven dollars and no/100	7.00
6" Concrete (Driveways)	Twenty-two dollars and no/100	22.00
4" Asphalt (Driveways)	Eighteen dollars and no/100	18.00
Water Main Replacement & Relocation	Thirty-five dollars and no/100	35.00
Gas Line Replacement & Relocation	Twenty-five dollars and no/100	25.00
Underground Cables & Conduits Replacement & Relocation (inclusive of Bracing Poles)	One hundred dollars and no/100	100.00
Replmt. of Trees (3" Dia.)	Six hundred thirty dollars and no/100	630.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 310-80 Phase IV
B. Instructions to Bidders for Contract No. 310-80 Phase IV
C. Contractor's Proposal Dated Sept. 9, 1980
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11033
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addenda No. 1 and 2
T. D.N.R. Permits

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____, President

BY: _____, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19___.

SET TAB STOPS AT ARROWS

Certificate of Insurance

ACORD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Collier Cobb & Associates Midwest, Inc.
660 American Center
27777 Franklin Road
Southfield, MI 48034

NAME AND ADDRESS OF INSURED

Rocco Ferrera & Company, Inc., Etal and
Rocco Ferrera Equipment Company, Inc.
30105 West 8 Mile Road
Livonia, MI 48152

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A — Commercial Union Assurance Company
COMPANY LETTER B — California Union
COMPANY LETTER C — Great American
COMPANY LETTER D —
COMPANY LETTER E —

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability In Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** [X] COMPREHENSIVE FORM [X] PREMISES—OPERATIONS [X] EXPLOSION AND COLLAPSE HAZARD [X] UNDERGROUND HAZARD [X] PRODUCTS/COMPLETED OPERATIONS HAZARD [X] CONTRACTUAL INSURANCE [ ] BROAD FORM PROPERTY DAMAGE [X] INDEPENDENT CONTRACTORS [ ] PERSONAL INJURY	CL CV 9349-016	4/1/81	BODILY INJURY	$	$
				PROPERTY DAMAGE	$	$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000	$ 1,000
				PERSONAL INJURY		$
A	**AUTOMOBILE LIABILITY** [X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON-OWNED	BA CV 9349-017	4/1/81	BODILY INJURY (EACH PERSON)	$	
				BODILY INJURY (EACH ACCIDENT)	$	
				PROPERTY DAMAGE	$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000	
B	**EXCESS LIABILITY** [X] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM	ZZU 001088	4/1/81	BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 5,000	$ 5,000
A	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**	WC CV 9349-015	4/1/81	STATUTORY		
					$ 500	EACH ACCIDENT
C	BUILDERS RISK & Installation Floater	M 225 32 22	12/3/81	$2,500,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Resolution 310 Phase 4

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

City of Fort Wayne
One Main Street
Fort Wayne, IN 46802

DATE ISSUED: December 16, 1980

H.W. Price
AUTHORIZED REPRESENTATIVE

ACORD 25 (1-79)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

Rocco Ferrera & Company, Inc.
(Name of Contractor)

30105 W. Eight Mile Road, Livonia, MI 48152
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Insurance Company of North America
(Name of Surety)

900 Tower Drive, Northfield Financial Building, Troy, MI 48098
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Two Million Four Hundred Eighty Five Thousand Four Hundred Ninety & 00/1(dollars ($ 2,485,490.00) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 16th day of December, 19 80, for construction of:

Contract #310-80 Phase IV

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SV-11033 through and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, and contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in triplicate (3) (number) counterparts, each one of which shall be deemed an original, this 16th day of December, 19 80.

ATTEST:

(Principal) Secretary

[SEAL]

(Witness as to Principal)

45983 Spinning Wheel
(Address)
Canton, MI 48187

Rocco Ferrera & Company, Inc.
(Principal)

BY: [S]

30105 W. Eight Mile Road
(Address)

Livonia, MI 48152

Insurance Company of North America
Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

21999 Farmington Rd.
(Address)
Farmington Hills, Mi 48024

By

Attorney-in-Fact
T. J. Griffin
21999 Farmington Road
(Address)

Farmington Hills, MI 48024

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Rocco Ferrera & Company, Inc.
(Name of Contractor)

30105 W. Eight Mile Road, Livonia, MI 48152
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Insurance Company of North America
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Two Million Four Hundred Eighty Five Thousand Four Hundred Ninety & 00/100 Dollars ($2,485,490.00) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 16th day of November 19 80, for the construction of:

Contract #310-80 Phase IV

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11033, through _____ and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, contained herein.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additio to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modivication thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performec in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Contract No.
310-80, Phase IV

IN WITNESS WHEREOF, this instrument is executed *in triplicate (3)* counterparts, each one of which shall be deemed an original, this *16th* day of *December*, 19*80*.

ATTEST:

Christine Ferrera
(Principal) Secretary

[SEAL]

Rocco Ferrera & Company, Inc.
Principal

By *Michael J. Ferrera* (S)

30105 W. Eight Mile Road
(Address)

Livonia, MI 48152

Witness as to Principal

45983 Spinning Wheel
(Address)

Canton, MI 48187

Insurance Company of North America
Surety

By *T. J. Griffin*
Attorney-in-Fact

ATTEST:

Patricia J. Smalley
(Surety) Secretary

[SEAL]

Sue Binstok
Witness as to Surety

21999 Farmington Rd.
(Address)

Farmington Hills, MI 48024

21999 Farmington Road
(Address)

Farmington Hills, MI 48024

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No. *310-80*
Phase IV

POWER OF ATTORNEY

INSURANCE COMPANY OF NORTH AMERICA

PHILADELPHIA, PA.

Know all men by these presents: That INSURANCE COMPANY OF NORTH AMERICA, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution adopted by the Board of Directors of the said Company on May 28, 1975, to wit:

"RESOLVED, pursuant to Articles 3.6 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

(1) That the President, or any Vice-President, Assistant Vice-President, Resident Vice-President or Attorney-in-Fact, may execute for and in behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Secretary, an Assistant Secretary or a Resident Assistant Secretary and the seal of the Company affixed thereto; and that the President or any Vice-President may appoint and authorize Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.

(2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested by the Secretary.

(3) The signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.

(4) Such Resident Officers and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

(5) The passage of this Resolution does not revoke any earlier authority granted by Resolution of the Board of Directors on June 9, 1953."

does hereby nominate, constitute and appoint T.J. GRIFFIN, LEE R. SMALLEY, PATRICIA J. SMALLEY, all of the City of Farmington Hills, State of Michigan

_____, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof. And the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said MICHAEL B. FODOR, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 21st day of November 19 80.

INSURANCE COMPANY OF NORTH AMERICA

(SEAL)

by MICHAEL B. FODOR Vice-President

STATE OF ILLINOIS
COUNTY OF COOK } ss.

On this 21st day of November, A. D. 19 80, before me, a Notary Public of the STATE OF ILLINOIS in and for the County of COOK came MICHAEL B. FODOR, Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same; that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of CHICAGO the day and year first above written.

(SEAL)

My commission expires 5/28/84

DAWN STRAWBRIDGE Notary Public

I, the undersigned, ~~Assistant~~ Secretary of **INSURANCE COMPANY OF NORTH AMERICA,** do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as ~~Assistant~~ Secretary, and affixed the corporate seal of the Corporation, this 4th day of December 19 80.

(SEAL)

JAMES S. WYLLIE ~~Assistant~~ Secretary

BS-15579 Ptd. in U.S.A.

TITLE OF ORDINANCE St. Joe Area Sanitary Imp. Sewage Works Grant C-180599-06 Res. 310-80 Phase IV

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE This Contract is to Construct a 84 Inch Sanitary Sewer from Northside Drive and Glazier Avenue to the intersection of California Road and Harry W. Baals Drive. All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11033, and do everything required by contract and the other documentation. The improvements cover the construction in the St. Joe drainage basin which will improve the water quality of the City's raw water supply.

S-80-12-51

EFFECT OF PASSAGE Rocco Ferrera Inc. will be the Contractor for the Res. 310-80 Phase IV which will improve the wate rquality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: $2,485,490.00 Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities

sa